

**EXHIBIT A**  
**OPERATING PLAN**  
**STATUE OF LIBERTY NATIONAL MONUMENT AND ELLIS ISLAND**

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## INTRODUCTION

This Operating Plan between \_\_\_\_\_ (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "NPS") serves as a supplement to Concession Contract CC-STLI001-07 (hereinafter referred to as the "CONTRACT"). It describes specific operating responsibilities of the Concessioner and the NPS with regard to Concession Facilities and vessels, related support facilities, and other property for the purposes authorized by the CONTRACT.

In the event of any conflict between the terms of the CONTRACT and this Operating Plan, the terms of the CONTRACT, including its designations and amendments, shall prevail.

This plan will be reviewed annually by the Superintendent of Statue of Liberty National Monument and Ellis Island ("Superintendent") in consultation with the Concessioner and revised as determined necessary by the Superintendent.

Any revisions shall not be inconsistent with the main body of this CONTRACT. Any revisions must be reasonable and in furtherance of the purposes of the CONTRACT.

## 1. DEFINITIONS

In addition to all defined terms contained in the CONTRACT, its Exhibits and 36 CFR Part 51, the following definitions apply to this Operating Plan:

- **Environmentally Preferable** refers to products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose.
- **Hazardous Substance** refers to any hazardous waste, hazardous chemical or hazardous material. Further clarification on hazardous substances can be found in 29 CFR 1910.120, Occupational Safety and Health Standards, Hazardous Waste Operations and Emergency Response, at [http://www.access.gpo.gov/nara/cfr/waisidx\\_04/29cfr1910\\_04.html](http://www.access.gpo.gov/nara/cfr/waisidx_04/29cfr1910_04.html).
- **Incidental** refers to a spill or release of a hazardous substance, which does not pose a significant safety or health hazard to employees in the immediate vicinity or to the employee cleaning it up, nor does it have the potential to become an emergency within a short time frame. Incidental releases are limited in quantity, exposure potential, or toxicity and present minor safety or health hazards to employees in the immediate work area or those assigned to clean them up. Employees who are familiar with the hazards of the chemicals with which they are working may safely clean up an incidental spill.

## **2. MANAGEMENT, ORGANIZATION AND RESPONSIBILITIES**

### **A) Concessioner**

The Concessioner shall employ a manager, who carries out the terms of this CONTRACT in the operation of the concession services and Concession Facilities, related support facilities, and other property for the purposes authorized by the CONTRACT. To achieve an effective and efficient working relationship between the Concessioner and the NPS, the Concessioner must designate one representative who has full authority to act as a liaison in all matters related to this CONTRACT. Including at a minimum:

- 1) **Staff.** The Concessioner will employ a staff with the expertise to operate all services required and/or authorized under this CONTRACT.
- 2) **Physical Security Specialist.** The Concessioner will employ a physical security specialist to coordinate security matters with the United States Park Police due to the unique security requirements at the Park.
- 3) **Reservation and Ticketing System Manager.** The Concessioner will employ a reservation and ticketing system specialist who also will serve as manager of Internet services and activities.
- 4) **Managers and Supervisors.** The Concessioner will furnish the NPS with an initial list identifying key concession management and supervisory personnel and their job titles, with updates as changes occur.
- 5) **Communication and Meetings.** The Concessioner will foster effective communications by holding regular meetings with those entities that have daily operational responsibilities on Liberty Island and Ellis Island.

### **B) NPS**

- 1) **Superintendent.** The Superintendent manages the total Park operation. The Superintendent carries out the policies and directives of the NPS. The Superintendent is supported by a Deputy Superintendent for Operations and a Deputy Superintendent for Business Management, Planning, and Development.
- 2) **Concessions Management Division.** The Concessions Management Division is responsible for developing, negotiating, and administering the NPS's commercial and real estate activities and facility-based partnerships, which include all concession activities. This Division coordinates the functions of other NPS divisions relating to all concession operations. The Concessions Management Division is the primary contact for all matters related to the administration of this CONTRACT and shall be the first point of contact for any questions.

- a) The Chief of the Concessions Management Division or his/her designee makes recommendations to the Superintendent on all aspects of the Concessioner's operation. He/she has authority from the Superintendent to make field decisions that pertain to the concessions operation, and acts as liaison between the Concessioner and Superintendent. The Superintendent will notify the Concessioner of the name and contact information for the Chief. He/she ensures necessary evaluations and inspections are performed, including those required by the NPS Public Health Program, Park Safety Officer, fire inspectors, U.S. Coast Guard, and the Concessioner review program. The Chief is responsible for reviewing and recommending for approval all concessioner rates in accordance with this CONTRACT. The Chief will identify appropriate individuals at Statue of Liberty National Monument and Ellis Island to participate in the meetings required by this Plan. He/she coordinates media relations and activities with the Concessioner and appropriate NPS personnel. He/she also is responsible for matters pertaining to filming, charters, private or public special events.
  - b) Concession Management Specialists review and/or coordinate the Concessioner's operational and maintenance responsibilities, including but not limited to: rate approvals, provision of quality visitor services, schedule changes; advertisements; annual financial reports; insurance coverage; and any other CONTRACT requirements.
  - c) The Concessions Management Specialists coordinate with other Park staff to review and evaluate the Concessioner's Risk Management Program and Environmental Management Program required under this contract.
- 3) **NPS Public Health Program.** NPS Public Health consultants, in coordination with the U.S. Coast Guard and the New York City Department of Health, inspect food and beverage services, water, and waste water systems, in accordance with Applicable Laws, including without limitation, compliance with Public Health standards.
  - 4) **United States Park Police.** The United States Park Police (USPP), part of NPS, provides law enforcement services for the Park. The USPP initiate, review, supervise, and coordinate the activities of personnel who provide public safety (law enforcement, fire, emergency medical and physical security) functions. USPP serve as the direct line of communication to the Concessioner on matters related to fire management, law enforcement, search and rescue, emergency medical services, emergency management operations, physical security, and resource protection.
  - 5) **Division of Interpretation and Visitor Services.** The Chief of Interpretation and Visitor Services is responsible for matters pertaining to interpretation, environmental education, and public information. This Division, along with the Division of Museum Services, in coordination with the Chief of the Concessions Management Division, monitors and evaluates concession interpretive activities, and reviews Concessioner interpretive materials. Interpretive rangers provide interpretive programs for the visiting public and advise the Concessioner about interpretive matters, including

- concession staff training. Interpretive rangers may assist with concession operational evaluations.
- 6) **Maintenance Division.** The Chief, Division of Maintenance is responsible for matters pertaining to maintenance and supervises the activities of the Park's facility management staff. The Chief of Maintenance provides day-to-day supervision over all maintenance activities and operations, including any utilities provided by the NPS. He/She advises the Concessioner on maintenance matters.
    - a) NPS project managers provide overall supervision and coordination with the Concessioner on specific NPS construction projects.
    - b) The Facility Operations Specialist is responsible for coordinating Environmental Management activities and is responsible for matters pertaining to natural resources management such as integrated pest management, air quality monitoring, vegetation management, fish and wildlife management, and hazard tree mitigation.
  - 7) **Museum Services Division.** The Chief, Museum Services Division advises the Concessioner about the care, treatment, and preservation of cultural resources/historic structures and for coordination of environmental (NEPA and NHPA) compliance activities.
  - 8) **Administration.** The Administrative Officer is responsible for certain matters related to fiscal management associated with the concession activities, including franchise fees and utilities payments.

### 3. **TRANSPORTATION SERVICES AND OPERATIONS**

All services shall be provided in a consistent, high quality manner and in compliance with all Applicable Laws including without limitation NPS and United States Coast Guard (USCG) regulations. NPS standards identified in NPS 48 Concessioner Review Program (Operational Performance) are considered service minimums. The Concessioner is expected to meet or exceed these standards. The Concessioner shall be responsible for monitoring its operations on an ongoing basis to assure that quality standards are consistently met.

## A) Ferry Services

- 1) **Primary Ferry Service.** The Concessioner will provide year-round, scheduled passenger boat transportation for Park visitors to, from and between Liberty and Ellis Islands, originating from and returning to NPS-approved locations in, adjoining, or in proximity to Battery Park (Manhattan) and Liberty State Park (Jersey City).
- 2) **Statue of Liberty and Ellis Island Cruise (Island Cruise).** The Concessioner will offer an NPS approved interpretive program that provides an informative and inspirational experience for visitors, highlighting the Park and its resources and stories. Passengers will not disembark on either island. At a minimum, the Island Cruise will be offered from mid-March through New Year's Day.
  - a) The Island Cruise will provide an alternative to visiting the islands when tickets have been sold out and allow a Park experience when the islands are closed. It also will offer an alternative experience for visitors who have limited time for their visit to the Park.
  - b) The primary ferry services bringing visitors to and from the islands are the priority service. This may mean that Island Cruise services will need to be cancelled from time to time in support of the primary services. The Superintendent will be notified of a proposed cancellation of Island Cruise services and will approve or disapprove the cancellation.
  - c) The Island Cruise service will depart from Battery Park and provide visitors with interpretation about and close-up views of the Statue of Liberty and Ellis Island. The boat will not dock at either island but will be required to provide part of the interpretive program while inside the Park's boundary.
  - d) The Island Cruise will travel first to the area in front of the Statue of Liberty; the ferry will stop and provide visitors with an interpretive program about the Statue of Liberty. Next it will travel to Ellis Island, enter the Ellis Island ferry slip, stop and provide an interpretive program about Ellis Island.
  - e) The Service may work with one of its non-profit partners to develop and provide the interpretive program.
- 3) **Special Events.** The Concessioner will coordinate with the Concessions Management Division to provide special event transportation services to Liberty or Ellis Islands. All requests for charters and special events shall be immediately referred to the Park's Concessions Management Division, which will coordinate the Park's review and any subsequent approvals of these requests. No charters and events may take place without the prior written approval of the Superintendent.
- 4) **Transportation for Government Business.** Employees and people doing business with the park, as designated by the Superintendent, will travel by NPS Park boat

during its operating schedule and, otherwise, by Concessioner boats at no charge on a limited basis provided space is available.

## B) Vessels

- 1) **Fleet.** At a minimum, the Concessioner shall make seven (7) vessels with the passenger capacities listed below available for use in fulfilling the terms of this contract. Changes to the below inventory will require prior written approval of the Superintendent.

Vessel	USCG ID #	Gross/Net Tons	Build Year	Manufacturer	Passenger Capacity
Miss Gateway	647816	95/72	1982	Blount	500
Miss Ellis Island	974032	93/63	1991	Blount	799
Miss New Jersey	977318	93/63	1991	Blount	799
Miss New York	993370	94/63	1993	Blount	799
Miss Circle Line	295340	369/251	1964	Wiley	1,035
Miss Liberty	267394	98/66	1954	Blount	827
Miss Freedom	582111	98/74	1977	Blount	564

- 2) **Primary Vessels.** At a minimum, six (6) vessels shall be designated as primary vessels to provide boat transportation services to, from, and between Liberty and Ellis Islands.
- 3) **Island Cruise.** At minimum, one (1) vessel shall be used to provide Island Cruise services if not needed to assist with transporting visitors from Liberty and Ellis Islands when departure waiting lines cannot be accommodated by the six primary boats in a timely manner. This boat(s) will also be available to support the primary boats with any emergency evacuations from the Park as directed by the Superintendent. The Concessioner shall submit for prior written approval by the Superintendent the vessel(s) designated to provide the Island Cruise.
- 4) **Backup Vessels.** In the event of a disruption of service by one of the primary vessels, the Concessioner shall immediately notify the Park and make the Island Cruise vessel available to provide backup service to, from, and between Liberty and Ellis Islands. Additionally, if more than one vessel is inoperable at the same time, the Concessioner shall immediately notify the Park in writing and shall use its resources to reposition vessels from its current fleet, or charter, lease or otherwise acquire appropriate capacity vessels on a temporary basis as reasonably required by the NPS for its operations.
- 5) **Special Events.** The Concessioner will coordinate with the Concessions Management Division to provide appropriate vessels for special event transportation services.

- 6) **Vessel Acquisition.** The Concessioner will own or control all vessels used by the Concessioner in performance of this CONTRACT. If changes to the fleet are proposed subsequent to award of the CONTRACT, prior written approval of the Superintendent is required prior to placing the vessel(s) into operation. Any changes to the Concessioner's fleet must have the prior written approval of the Superintendent.
- 7) **Licensing, Insurance, Maintenance and Registration.** In accordance with Applicable Laws, including, without limitation, federal, state, and local law and regulations, the Concessioner will properly register, license, insure, and maintain all vessels and equipment used in the performance of this CONTRACT. The Concessioner will inform the Park prior to any vessel being removed from service for inspections or repairs requiring the vessel to be dry docked.
- 8) **Identification.** In addition to USCG regulations regarding vessel identification, the Concessioner will discretely identify vessels with the Concessioner's company name and logo. These and any other markings will be subject to the approval of the Superintendent.
- 9) **Manner of Use.** The Concessioner agrees not to use or permit the use of the Concessioner's ferries in a negligent or improper manner that endangers the public, crew, or employees of the NPS or is in any violation of any law.
- 10) **Concessioner Fee Responsibility.** The Concessioner will pay all of its docking fees, storage charges, fines, and business fees including registration, and licensing resulting from operations and the requirements of the USCG, USPHS, State and local government and the NPS.
- 11) **Boarding Apparatus.** The Concessioner will provide and properly maintain all passenger boarding apparatus, docking and mooring lines, and all other gear necessary to provide the services required in accordance with all Applicable Laws including without limitation the terms of this CONTRACT.
- 12) **Mitigation of Disturbance.** The Concessioner will minimize noise generated from its operations, including without limitation, engine use (rpms) at docks to minimize noise levels and emissions. Captains/crews shall not shine spotlights directly at the islands during night operations. The Concessioner will take every precaution to ensure that vessel wakes will not injure a visitor, damage other vessels, or damage Park resources. The Concessioner will operate with minimum wake when within 200 feet of the shoreline.

### C) Vessel Inventory

- 1) **Listing of Vessels.** The Concessioner will provide the Superintendent with a current list of vessels used in the operation annually and no later than February 1 of the year it is in effect. The listing will include at a minimum: passenger capacity, engine



specifications, age, name, USCG registration number, and names of captains licensed to operate that particular vessel.

- 2) **Updates.** Any time a vessel used in the operation is modified, retrofitted, upgraded, refurbished, acquired, or disposed of, the Concessioner will update the vessel listing and provide it to the Superintendent. The Concessioner will submit all such proposed changes for the Superintendent's approval in advance.
- 3) **Environmental Performance.** The Concessioner will investigate methods and strategies to make vessels more environmentally friendly (e.g., generate fewer emissions).

#### **D) Schedules**

- 1) **Primary Ferry Service.** The Concessioner will provide required services for NPS visitors every day of the year (364 days) except December 25<sup>th</sup> (Christmas Day), weather permitting.
  - a) The Concessioner shall comply with approved schedules.
  - b) The Concessioner will submit a written schedule of proposed changes in operating hours for all services for the Superintendent's approval. No schedule changes will be implemented without the Superintendent's approval.
  - c) The NPS will give reasonable notice of any schedule changes that it may initiate. The Concessioner will comply with these schedule changes.
- 2) **Island Cruises.** At minimum, the first sail shall be on or before 11:00 in the morning with the last sail no earlier than 7:00 in the evening with the potential for extended hours in peak season.
  - a) The Concessioner will submit a proposed schedule for the Island Cruise for the Superintendent's approval.
  - b) Once approved, no schedule changes will be implemented without the Superintendent's approval.
  - c) The NPS will give reasonable notice of any schedule changes that it may initiate. The Concessioner will comply with these schedule changes.
- 3) **Special Events.** Ferry service will be provided for approved special events associated with Liberty and Ellis Islands according to the schedule worked out for the event with the Concessions Management Division staff.

#### 4) **Park Closures**

- a) **Inclement Weather and Non-Emergency Situations.** Any changes in the daily schedule because of inclement weather or other unusual circumstances other than emergency situations (as determined by the vessel captain) require advance approval from the Superintendent or designee. When appropriate, the Concessioner shall notify the Superintendent of potential weather or other problems that might affect visitor safety and request a closure. The decision to close and the appropriate closing schedule, except in emergency conditions, will be made by the Superintendent.
- b) **Ferry Schedule Interruption.** In the event of any interruption of the established schedule due to mechanical breakdown or any other event, the Concessioner shall at its sole expense retrieve any stranded visitors as soon as practicable, given the circumstances causing the interruption in service.
- c) **Public Health, Safety, and Security.** When necessary for safety, public health, environmental, and/or security reasons, the Superintendent or designee will notify the Concessioner of the need to close and determine an appropriate closing schedule.

#### **E) Island Support Facilities**

Both islands have landing/departure facilities that are integral to the transportation services and visitor experiences.

- 1) **Operations and Maintenance.** The Concessioner agrees, at its sole expense, to operate and maintain assigned facilities in compliance with all Applicable Laws (see Maintenance Plan).
- 2) **Support Facility Staff.** The Concessioner will employ staff specifically dedicated and trained to facilitate safe movement of passengers between the vessel and the dock. This staff will also provide general visitor services, including greeting visitors and providing information to Park visitors.
- 3) **Customer Service Personnel.** The Concessioner will provide customer service personnel to help NPS manage visitor assembly areas and supervise boat loading, inform visitors of schedule changes and weather conditions, and ensure that visitor questions are thoroughly answered.

#### **F) Embarkation Facilities**

- 1) **Battery Park.** The Concessioner will operate landing and docking facilities for ferry services to Liberty and Ellis Islands from NPS-approved locations in, adjoining, or in close proximity to Battery Park in New York initially through a License or other agreement with the City of New York Parks and Recreation Department. Landing

slips 3, 4, and 5 and adjacent walkways will be included in the License. During the term of this contract, the NPS may require the Concessioner to move to another NPS-approved embarkation location in, adjoining, or in proximity to the existing Battery Park location. The Concessioner's operation at this alternate location will be authorized by City Parks through an agreement with similar terms to the License Agreement. The Concessioner will bear its own costs for any such move.

- 2) **Liberty State Park.** The Concessioner will operate landing and docking/embarkation facilities for ferry services to Liberty and Ellis Islands from Liberty State Park in New Jersey through a Memorandum of Understanding (MOU) or similar agreement with the State of New Jersey, Department of Environmental Protection, Division of Parks and Forestry. The MOU will include a visitor staging and ticketing location in the Central Railroad of New Jersey (CRRNJ) Terminal as well as a pier. During the course of this contract, the NPS may require the Concessioner to move to another NPS-approved location and enter into a similar agreement for those facilities.

#### **G) Security Screening of Vessels**

- 1) **Daily Screening.** Screening consists of sweeping the vessels for explosives by specially trained explosive detection canines, managed by USPP officers. All areas of the vessel must be made accessible to the USPP officer. On a daily basis, prior to placing the vessel in service, the Concessioner will make available to the USPP each vessel that is scheduled for service to, from and between Liberty and Ellis Islands at least one hour prior to departure at either the Battery Park or Liberty State Park screening sites. The USPP are solely responsible for releasing the vessel for service.
- 2) **Staff.** Any concession employee who is aboard a vessel prior to its screening must disembark while the screening of the vessel is taking place. All employees must be individually screened before re-boarding.
- 3) **Other Agencies.** In the event that a given vessel cannot be cleared for service by USPP, the NYPD or Jersey City explosives unit may be called upon for a more intensive evaluation of suspect items.
- 4) **Interruption of Service.** If for any reason a vessel is taken out of service during its regular schedule to, from or between Liberty and Ellis Islands, the screening process must be repeated before the vessel returns to service.
- 5) **USPP Access.** An officer of the USPP, in uniform or in plain clothes, may board vessels and travel with any vessel at any time.
- 6) **Special Events.** Vessels scheduled for passenger service for a special event, if they have been taken out of service to, from or between Liberty and Ellis Islands, must be screened no later than one hour prior to its scheduled departure from the Battery Park

or Liberty State Park screening sites, or from the Concessioner maintenance facility, as appropriate.

#### **H) Security Screening of Visitors and Employees**

- 1) **NPS Responsibility.** The NPS manages the flow of visitors and employees into, through, and out of the screening facilities to ensure the integrity of the screening operation. Note that the current NPS screening facility capacity in Battery Park limits the number of passengers that can be screened and boarded to an average maximum of approximately 700 passengers per boat.
- 2) **Types of Screening.** Visitors and employees are screened for weapons, explosives and other prohibited items by magnetometer clearance and x-ray of packages and baggage.
- 3) **Prohibited Items.** No packages, backpacks, bags, etc. greater than 12" x 6" x 8" are allowed on board.
- 4) **Visitors.** All visitors to the park are screened at the departure facilities at Liberty State Park or Battery Park prior to boarding any vessel.
- 5) **Priority Screening for Employees.** Employees from the NPS, the Concessioner, contractors, Park partners, and other Park concession operations, and VIPs, when traveling on Concession boats, are also screened prior to boarding facilities at Liberty State Park and Battery Park. To avoid interruption of operations these persons are screened on a priority basis.

#### **I) Emergency Contacts and Access**

The Concessioner will supply a minimum of four (4) names and phone numbers to the Chief, Concessions Management Division for emergency contacts who will be called in the event of a fire, intrusion, or other emergency. All Concession Facilities and vessels are to be accessible to responding emergency crews 24 hours a day.

#### **J) Security Plans**

- 1) **Security Plan Development.** The Concessioner shall develop, in coordination with the NPS, United States Coast Guard, and any other applicable local, state or federal agencies, a plan that addresses all aspects of Homeland Security. The plan should conform to Maritime Transportation Security Act regulations for security plans (33 CFR Part 104). The Concessioner shall provide this plan to the Superintendent within 120 days of execution of the CONTRACT.
- 2) **USPP Assistance.** The USPP is available to assist the Concessioner with physical security needs and evaluations. The specifics of intrusion protection required by the Concessioner shall be determined with and approved by the USPP.

- 3) **Superintendent Approval.** The Concessioner shall submit all security plans to the Superintendent for approval.

**K) Rates for Ferry Services and Island Cruises**

- 1) **Rate Determination.** The NPS will determine rates pursuant to all Applicable Laws, including without limitation, the NPS Concession Management Rate Approval Guide and the contract-prescribed rate determination method stated herein. The NPS reserves the right, at any time during the term of the CONTRACT, to re-evaluate and change rate determination methods.
- 2) **Initial Rates.** Rates for primary ferry services and the Island Cruise provided by the Concessioner are established as follows: as of the effective date of the CONTRACT, the rates are set at \$12.00 Adult, \$10.00 Senior and \$5.00 Child/Group.
- a) The Concessioner will prominently post all rates for services provided to the visiting public.
- b) All members of the visiting public shall be treated equally in regard to rates charged and services offered. The Concessioner shall not discriminate in rates charged to any member of the general public.
- 3) **Rate Increases and Approvals.** For the term of this Contract, the Concessioner may request a rate increase every three years. The first fare increase may be granted to be effective no sooner than January 1, 2011. Any rate increase requests as allowed below will be submitted to the Superintendent in writing 60 days prior to the effective date of the new proposed rates. This effective date will be no sooner than the first day of the calendar year following the year in which the rate increase is requested.

The October 2007 CPI-U for the New York metropolitan area will serve as the baseline CPI through the entire contract period. The maximum rate increase will be based on the October CPI that prevails in the calendar year prior to the date of the rate increase. The calculated fare will be rounded to the nearest \$0.10 increment. Formulas are as follows:

**EXAMPLE:**

Fare in 2011 = (Fare in 2008) x (October 2010 CPI-U)/(October 2007 CPI-U)

Fare in 2014 = (Fare in 2008) x (October 2013 CPI-U)/(October 2007 CPI-U)

Fare in 2017 = (Fare in 2008) x (October 2016 CPI-U)/(October 2007 CPI-U)

**Example:** Assume the CPI-U for the New York metropolitan area is 100.0 in October 2007, and that it is 111.0 in October 2010.

The calculated Adult fare in 2011 would be  $(\$12.00) \times (111.0)/(100.0)$ , or \$13.32, which rounds down to \$13.30. The calculated Senior fare would be  $(\$10.00) \times (111.0)/(100.0)$ , or \$11.10, which doesn't round either up or down and the fare is \$11.10. The calculated Child fare in 2011 would be  $(\$5.00) \times (111.0)/(100.0)$ , or \$5.55, which rounds up to \$5.60.

The NPS will approve, disapprove, or adjust rates and will inform the Concessioner of its decision as promptly as possible. Any change in applicable deposit and refund policies must be submitted with rate requests.

- 4) **Rate Reductions.** The Concessioner may propose rate reductions as an incentive for visitation during off-season and off-time visitation. All reduced rates proposed for this purpose, for sale to organized groups, and for any other purpose must be approved by the Superintendent.

#### **L) Rates for Special Events**

- 1) **Initial Rates.** Initial rates for special event transportation services are subject to approval by the Superintendent.
- 2) **Request Submittal for Annual Rate Changes.** The Concessioner will submit requests for rate changes in writing at least 60 days prior to the anticipated implementation dates, brochure publication dates and customer notification. Successful requests require support by established criteria and comparable data. The information to be included in the request is set forth in the NPS Concession Management Rate Approval Guide, included in an Appendix to the Prospectus. The Superintendent will evaluate one (1) rate change request per calendar year unless the Superintendent determines that an exception is warranted due to extenuating circumstances.
- 3) **Rate Determination and Method** The reasonableness and appropriateness of rates and charges shall be determined primarily by comparison with those rates and charges for facilities, goods, and services of comparable character under similar conditions. The Service will determine rates by the following prescribed rate determination methods, as deemed appropriate by the Superintendent. Rate determinations will be made in accordance with the guidelines included in the most recent Concession Management Rate Approval Guide, currently dated September 2002. The primary method of rate approval for this contract will be comparability.

#### **4. RESERVATIONS AND TICKETING**

##### **A) System Requirements**

The Concessioner will implement a ticketing system that includes the ability to: manage reservations, issue tickets in advance, accept phone and Internet reservations (including international access), allow users to print tickets from their personal computers ensuring procedures to authenticate the validity of the printed ticket by the Concession and the NPS (monument tour passes), coordinate the sale of audio tours and distribution of monument tour passes with the sale of ferry tickets, provide an Internet offering interface in multiple languages, enable generation of reports about visitor trends and other relevant statistics, and allow visitors to purchase tickets from the NPS assigned location at the ticket booth in Castle Clinton National Monument, the Liberty State Park location, as well as from automated kiosks integrated with the Internet system. Sales will be available through credit and debit cards.

##### **B) Reservation and Ticketing Operations**

The Concessioner will adequately staff and operate a computerized reservation service for walk-up sales seven (7) days a week during normal business hours, at a minimum one hour before and one half hour after sailings; telephone sales seven (7) days a week during normal business hours, at a minimum 8am-7pm Eastern time; and an Internet sales Web site. Recorded NPS information will be provided for guests waiting in a "hold" status for telephone sales, including a statement identifying that the Concessioner is operating pursuant to a concession contract with the NPS. Telephone hold times shall routinely last no longer than five minutes. The Concessioner will provide a Voice Response System 24 hours a day, to include without limitation: schedules, fares, transit options, directions, parking and other essential information.

- 1) **Telephone Service for the Hearing Impaired.** The Concessioner will provide telephone service (e.g., TTY, TDD or text telephone, or new technologies as they become available) for hearing-impaired visitors during the hours of its staffed ticket sales. Employees will be fully trained to operate all specialized equipment to accommodate hearing-impaired visitors.
- 2) **Ticket Sales.** The Concessioner will offer computerized reservation and ticketing service for the passenger ferry, the Island Cruise, sale of the audio tour, and reservations of free monument tour passes, and any additional ferry services authorized. These sales and reservations may only be made as specifically approved by the NPS.
- 3) **Security Procedures.** The Concessioner will implement procedures that will prevent tickets from being obtained or used for distribution or re-sale by any person or entity not so authorized. These procedures shall address sales through all available media including, without limitation, walk-up, telephone, Internet/website, kiosk and mail. The Concessioner shall update these procedures periodically, but in no event less

- often than semiannually, and shall provide copies of these procedures to the NPS. The NPS has the right to require specific adjustments be made to these procedures.
- 4) **Auditor.** The Concessioner shall utilize a third party auditor on a twice yearly basis to evaluate individual sales effectiveness and elimination of second/third party sales/street sales and to provide a written report to the NPS regarding the results of the evaluation.
  - 5) **Updates and Changes.** The Concessioner shall notify and coordinate with the NPS webmaster when updates/changes are made to its website that may/do impact the Statue of Liberty National Monument and Ellis Island website information; so that any link adjustments may be made in a timely manner. This shall include, but not be limited to, fare and schedule changes, changes to any specific information regarding visits to Liberty and Ellis Island, security procedures, ticket reservation/purchase procedures, emergency procedures, and the Concessioner's internal web configuration.
  - 6) **Implementation.** Internet, telephone, and walkup ticket sales will be available starting on the effective date of the CONTRACT.
  - 7) **Advertising.** The Concessioner shall obtain written approval from the Superintendent prior to releasing any advertising or public information about ticketing or reservations, regardless of the medium.

### C) Advance Reservations and Ticket Sales

The Concessioner will allow reservations and ticket sales up to one (1) year and one (1) day in advance, or as far in advance as the current schedule allows. Ticket sales will be limited to 700 passengers, or each boat's maximum passenger capacity, whichever is lower, to account for current security screening capacity. Advance reservations and ticket sales will be limited to \_\_\_\_% of each boat's ticket sales (percentage to be determined by NPS and the Concessioner) to allow for an appropriate level of same-day walk-up ticket sales.

### D) Refund Policy

The refund policy shall be available to all ticket purchasers.

- 1) **Advance Notice.** For all purchasers of tickets for primary ferry services, if cancellation is made twenty-four (24) or more hours in advance of a reservation, the Concessioner will refund the ticket in full. Rates at time of purchase shall be honored at the time of refund. Refunds will be processed within fourteen days of cancellation.
- 2) **Island Cruise.** In addition to the 24-hour cancellation, for purchasers of tickets for the Island Cruise, full refunds shall be provided up to the scheduled departure time if the Island Cruise is cancelled due to unforeseen circumstances.



- 3) **Park Closure.** The Concessioner shall also provide refunds for all services as a result of security, safety, weather, or similar closures.

#### **E) Ticket Windows**

The Concessioner will be assigned the kiosk at Castle Clinton National Monument in Battery Park as the primary location for ticketing operations in New York City. At Liberty State Park, the concessioner will provide a ticket window at the Central New Jersey Railroad Terminal through the agreement between the Concessioner and Department of Environmental Protection (DEP)/Liberty State Park.

- 1) **Will Call.** The Concessioner will provide ticket windows at Castle Clinton and at Liberty State Park, including “Will Call” windows.
- 2) **Posting of Schedules.** An accurate, visible schedule of all Liberty and Ellis Island boat departures and a “next available sailing” notice will be on prominent display in this area at all times.
- 3) **Supervision.** A Concessioner supervisor and/or a qualified designee will be available at the ticket booth to address and resolve visitor complaints and problems.
- 4) **Signage.** All ticketing related signs will conform to NPS graphic standards and displays should have an interesting and appropriate graphic design provided or approved by the Superintendent. No handwritten signs will be used.
- 5) **Marketing Activities.** The Concessioner will utilize any branding and marketing products and activities designed to promote the National Park Service and activities in or around the New York City Harbor District. The Concessioner may also participate in developing strategies and design of such activities in consultation with the NPS.

#### **F) Automated Ticketing Kiosks**

The Concessioner will also provide automated ticketing kiosks at the Embarkation Facilities and other suitable locations in the New York metropolitan area. The Concession will submit proposed locations for ticketing kiosks for the Superintendent’s approval.

#### **G) Internet Services**

- 1) **Web Site.** The concessioner will provide an Internet site that fully describes all available services and specific rates (i.e., transportation, monument tours, audio tours, Island Cruise, interpretive programs, charters and special events, etc.). The website shall also provide: (1) directions to the departure facilities and descriptions of all available transportation alternatives, (2) information on access by persons with disabilities, (3) descriptions of security requirements for access to the Park and the

monument, (4) information about Statue of Liberty National Monument and Ellis Island history, experiences, and resources, and (5) information and/or links to learn about other National Parks.

- 2) **Survey.** The Concessioner shall develop and submit for the Superintendent's prior written approval a customer satisfaction survey that will be incorporated in the reservation and ticketing system. The goal of this survey will be to help NPS capture visitor satisfaction with all elements of the Park experience. The Concessioner will explore appropriate and park-related incentives for visitors to respond to the survey after their visit to the Park.

## **5. FOOD AND BEVERAGE**

**A) Food and Beverage Services: Snack Bar.** The Concessioner will offer snack bar food and non-alcoholic beverage services on the vessels.

- 1) The Concessioner will conduct these services in full compliance with all Applicable Laws.
- 2) The Concessioner will work with the NPS to create a menu offering healthy and nutritious snack products (e.g., organic, locally grown products, fresh, low-fat, no trans-fat, etc.).
- 3) The Concessioner shall submit its menu for food and beverage services to NPS for approval prior to commencing its food and beverage operations.
- 4) The Concessioner will annually review its menu and explore new and healthful food and beverage alternatives and ways to improve services. Food and beverage tasting sessions will be scheduled with the Park at least once each year to introduce proposed new items.

### **B) Food and Beverage Operations**

- 1) **Training and Certification.** All food handlers who provide snack bar service will be fully trained. Food handlers in a training status will be accompanied by a certified food handler. Serve Safe Certifications or equivalent as determined by the Superintendent, must be available for review by NPS personnel, and must be renewed according to State of New York and New Jersey regulations.
- 2) **Cleanliness.** Food storage areas will be kept clean and neat.
- 3) **Signage.** All food and beverage signage will conform to NPS graphic standards and displays will have an appropriate graphic design approved by the Superintendent. No handwritten signs will be used.

## 6. **MERCHANDISE**

### A) **Merchandise Sales Service**

The Concessioner will offer merchandise sales on the vessels.

- 1) **Visitor convenience items.** Merchandise sales will emphasize visitor convenience items such as maps, film, cameras and batteries.
- 2) **Limited souvenirs.** Only limited souvenirs that relate to the Park's purpose, significance, and interpretive stories will be authorized and these will be approved by the Superintendent in advance.

### B) **Merchandise Sales Operations**

- 1) **Merchandise Plan.** The Concessioner shall submit its proposed merchandise plan to the Superintendent for approval prior to commencing its merchandising operation.
  - a) **Changes and Improvements.** The Concessioner will annually review its merchandise list and explore new visitor convenience items and souvenir alternatives and ways to improve services. Review sessions will be scheduled with the Park at least once each year to introduce proposed new items.
  - b) **Display.** Merchandise will be professionally displayed, clean, neat, and uncluttered.
  - c) **Signage.** All merchandising signage will conform to NPS graphic standards and displays will have an appropriate graphic design approved by the Superintendent. No handwritten signs will be used.

## 7. **RATES FOR FOOD, BEVERAGE AND MERCHANDISE**

### A) **Initial Rates**

Initial rates for food, beverage, and merchandise are subject to approval by the Superintendent.

### B) **Request Submittal for Annual Rate Changes**

The Concessioner will submit requests for rate changes in writing at least 60 days prior to the anticipated implementation dates, brochure publication dates and customer notification. Successful requests require support by established criteria and comparable data. The information to be included in the request is set forth in the NPS Concession Management Rate Approval Guide With regard to each service required and authorized under the CONTRACT, the Superintendent will evaluate one (1) rate

change request per calendar year unless the Superintendent determines that an exception is warranted due to extenuating circumstances.

### **C) Rate Determination**

It is the objective of the Service to ensure that the Concessioner's rates are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector.

### **D) Rate Method**

The Service will determine rates for each revenue outlet by the following prescribed rate determination methods, as deemed appropriate by the Superintendent. Rate determinations will be made in accordance with the guidelines included in the most recent Concession Management Rate Approval Guide, currently dated September 2002.

- 1) **Food and Beverage—Comparability.** The NPS will review selected comparables for rate comparability in accordance with current NPS guidelines.
- 2) **Merchandise—Merchandise Markup and Competitive Market Declaration.** Merchandise Markup will be used for visitor convenience items and Competitive Market Declaration (CMD) will be used for limited souvenirs. On an annual basis, the Superintendent will provide the Concessioner with maximum markups.

### **E) Rate Approval**

- 1) **Maximum and Minimum Rates.** All maximum and minimum rates related to the Concession operation are subject to the final written approval of the Superintendent.
- 2) **Approval Timing.** The Service may approve, disapprove or adjust rates and will inform the Concessioner within 60 days of the rate request submittal. During the peak visitor use season (March 1 through October 1), an additional 30 days may be necessary to complete the comparability study. It is the responsibility of the Concessioner to submit rate requests in a timely manner to ensure that the proper rates are approved in order to take into consideration any seasonality of the service and to take full advantage of marketing the services. Should special conditions require a quicker than normal response, the Concessioner will clearly explain these conditions in writing with the request. The NPS will attempt to accommodate this request; however, this will not be normal procedure.
- 3) **Approved Rate Posting.** The Concessioner will prominently post all rates for goods and services provided to the visiting public in all locations and through all media directed at Park visitors.

## **F) Purchasing**

- 1) **Competitive Purchasing.** The Concessioner will engage in competitive specification purchasing. Purchases may be made from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price.
- 2) **Discounts.** The Concessioner will take advantage of all available trade, cash and quantity discounts and rebates and pass them through to the consumer or the operation.
- 3) **Environmental Purchasing.** The Concessioner will purchase environmentally preferable products where economically and technically feasible and appropriate.

## **8. INTERPRETATION**

### **A) Operations**

- 1) **Visitor Experience.** The visitor experience at the Statue of Liberty National Monument and Ellis Island includes the time spent purchasing a ticket, waiting for the ferry, boarding the ferry, and riding the ferry to and from the Park. All Concession employees will demonstrate courtesy to visitors and have a customer-service orientation. Information will be provided using a variety of media to help visitors plan their trips and facilitate their visits. To help improve the visitor experience, the concessioner will incorporate Park interpretive stories into the ferry services through approved interpretive media.
- 2) **Interpretative Messages.** The Concessioner will explore a wide variety of methods to convey the purpose and significance of the Park, interpretive stories, and resource protection objectives to Park visitors. Messages should also be conveyed on NPS goals and other national parks in metropolitan New York and New Jersey. The approved interpretive program will provide an informative and inspirational program to visitors.
- 3) **Wayfinding, Orientation Signage and Display Graphics.** All signs will conform to NPS graphic standards (<http://www.hfc.nps.gov/uniguide/>) and have a design and interpretive message provided or approved by the Superintendent. The Concessioner will utilize any branding and marketing products and activities designed by and to promote the National Park Service and activities in or around the New York City Harbor District. The Concessioner may also participate in developing strategies and design of such activities in consultation with the NPS. All signs will conform to NPS graphic standards and displays will have an interesting and appropriate graphic design and interpretive message provided or approved by the Superintendent.

- 4) **Interpretive Plan.** The Concessioner shall submit a written plan to the Superintendent for approval prior to commencing interpretive programs. This interpretive plan shall outline the interpretive programs and methods the Concessioner will implement to educate visitors about the NPS mission and about the Statue of Liberty National Monument and Ellis Island. Additional efforts should explain any environmental programs or initiatives implemented by the Concessioner.

a) **Minimum Components of Interpretive Plan**

- i) Public outreach and education activities regarding Park purposes, significance, and interpretive stories, as well as other NPS destinations. Internet links will be included as appropriate.
- ii) Ways to facilitate educational programs for school groups visiting Liberty and Ellis Island.
- iii) Interpretive materials to be provided at Embarkation Facilities and on all vessels including at minimum, interpretive maps, brochures and exhibits prominently displayed at locations within the vessels and to serve waiting lines and areas.
- iv) An NPS-approved, recorded program will be provided during the ferry ride to help introduce visitors to the Park and New York Harbor.
- v) Tickets and monument tour passes will have an interesting and appropriate graphic design and interpretive message provided or approved by the Superintendent and will be considered souvenirs of the trip to the Park.
- vi) Audio tours will be offered in combination with ferry ticket sales. The Concessioner will not be responsible for program development, management, content of the audio tour, or distribution of any equipment for the tour.

**B) Collaboration**

Interpretation will be a collaborative effort between the NPS and the Concessioner. The Concessioner will train key public-contact staff members in applicable interpretive techniques. Employees will demonstrate their knowledge of the NPS mission, the NPS, Liberty and Ellis Island, and the history of the Statue of Liberty National Monument and Ellis Island. The Division of Interpretation and Visitor Services will advise/assist the Concessioner in the development of interpretive programs which encompass all of these efforts.

## **9. MARKETING STRATEGY**

### **A) Marketing Plan**

The Concessioner shall develop and submit for approval to the NPS within ninety (90) days of the effective date of the CONTRACT a marketing plan for sales of tickets during both peak and non-peak periods. The marketing plan shall include at a minimum:

- 1) Marketing strategy that addresses multiple sales mediums, such as Internet, phone, kiosks, tour agents, etc.
- 2) Most effective and widest variety of options for purchasing tickets.
- 3) Branding strategy.
- 4) Incorporation of interpretive materials and media throughout the booking process both prior to and during visits.
- 5) Advertising venues, including without limitation print, cable TV, transit ads, etc.

### **B) Advertising and Public Information**

- 1) **Promotional Material.** All promotional material, regardless of medium, must be approved by the Superintendent prior to dissemination. Promotional material must include a statement that the Concessioner is an “authorized Concessioner of the National Park Service, Department of the Interior.” All changes to promotional material or proposed new promotional material shall be submitted to the Superintendent for review at least thirty (30) days prior to projected need or printing date. Longer periods may be required for major projects or where NPS assistance is required to help develop the product. The Concessioner will contact park staff well in advance to establish specific time frames for each project.
- 2) **Media and Public Relations.** All media requests/contacts shall be immediately referred to the Superintendent. All press releases regarding Statue of Liberty National Monument and Ellis Island and its operations shall be presented in draft form to the Superintendent for approval prior to dissemination. All media tours of Liberty and Ellis Island shall be approved by the Superintendent.

## **10. CONCESSIONER HIRING**

- A) All policies and procedures established by the Concessioner pursuant to Sec. 4, paragraph (d) of the CONTRACT shall meet the requirements and comply with this section.

**B) Hiring Policies**

- 1) **Staffing Levels.** The Concessioner will hire an appropriate number of employees to ensure safe and quality performance at all times for all required or authorized services identified in the CONTRACT. The Concessioner will initially review its staffing with the NPS, and periodically, or at the request of the NPS, correct any staffing issues.
- 2) **Drug-Free Policy.** The Concessioner will implement a drug-free policy for all concession employees to assure that employees and operations are not affected by drug use.
- 3) **Certifications and Licenses.** All vessel crew members shall maintain current U.S. Coast Guard (USCG) certifications and/or licenses. All licenses and/or certifications will be available for inspection upon request.

**C) Employee Background Checks**

- 1) **Policies.** The Concessioner will establish hiring policies that will include appropriate reviews of applicants for employment. The Concessioner will not hire any person known to have an outstanding warrant for arrest and will secure this information prior to hiring new employees.
- 2) **Concessioner Responsibility.** The Concessioner is responsible, at its own expense, for ensuring that background checks and security clearances are conducted and concluded on all job applicants prior to employment.
  - a) The Concessioner will provide job applicant information required to conduct such background checks and security clearances to the NPS for use by the Federal Protective Service (FPS) or another entity designated to conduct such checks and clearances. The Concessioner will reimburse the NPS for the cost to perform background checks for the purposes of the CONTRACT. The current estimated cost of a background check by FPS is \$100 per employee.
  - b) The Superintendent will either approve or deny employment for all applicants in a timely fashion.
  - c) Background checks shall consider but not be limited to the applicant's history or lack of:
    - Criminal or dishonest conduct;
    - Material, intentional false statement or deception or fraud in examination or appointment;
    - Alcohol abuse of a nature and duration which suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of others;



- Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation;
  - Knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force;
  - Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question.
- d) Persons with a criminal record of Part 1 Offenses as categorized in the Uniform Crime Reporting Handbook (2004 – U.S. Department of Justice, Federal Bureau of Investigation – see [www.fbi.gov/ucr/handbook/ucrhandbook04.pdf](http://www.fbi.gov/ucr/handbook/ucrhandbook04.pdf)) will not be approved for employment. Part 1 Offenses include: Criminal Homicide, Forcible Rape, Robbery, Aggravated Assault, Burglary, Larceny–theft, Motor Vehicle Theft, and Arson. Persons with a record of Part 2 Offenses and unlisted petty crimes may be approved for employment after appropriate evaluation as follows.
- e) Evaluation of an applicant with a record of any of the above may be based on, but not limited to:
- The nature of the position for which the person is applying or in which the person is employed;
  - The nature and seriousness of the conduct;
  - The circumstances surrounding the conduct;
  - How recently the conduct occurred;
  - The age of the person involved at the time of the conduct;
  - Contributing societal conditions; and
  - The absence or presence of rehabilitation or efforts toward rehabilitation.
- f) The Concessioner shall inform employees and potential employees, in writing, that any individuals required to register with a law enforcement agency (drug offenders and sex offenders) must also register with the NPS's Criminal Investigations Unit.

#### **D) Employee/Staffing Practices**

- 1) **Appearance and Attitude.** All employees in direct contact with the general public shall wear a clean, suitable uniform with a personal nametag that identifies the individual as concession staff, and be appropriately groomed. Employees will project a hospitable, helpful, friendly, positive attitude, be capable of and willing to answer visitor questions, provide visitor assistance, and shall meet the employment and training requirements set forth in Section 4(a) of the CONTRACT. The Concessioner shall take appropriate steps to enforce these requirements. The NPS reserves the right to require removal of personnel failing to perform to these standards to the extent authorized by all Applicable Laws.

- 2) **Affirmative Action Plan.** The Concessioner shall maintain and implement an affirmative action plan, as required by law. This plan must be available to all employees upon request.
- 3) **Employee Handbook.** The Concessioner will develop an Employee Handbook and submit for the Superintendent's approval. Any changes to the Handbook will be approved by the Superintendent in advance.

#### **E) NPS Employees and Families**

The Concessioner shall not employ in any status an NPS employee, his/her spouse, or minor children of NPS employees without the Superintendent's written approval. Employees must submit a written request to the Superintendent. At a minimum, the Concessioner shall not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Chief of Concessions Management and staff, Safety Officer, or Public Health Consultant.

#### **F) Orientation and Training**

- 1) **Startup Training Requirements.** The Concessioner will develop a training plan for each position description and submit it to the Superintendent for approval within 90 days of contract inception. The plan will identify specific training programs (e.g. safety, public health, environmental management, first aid, customer service, security, NPS regulations, Park purpose, significance and interpretation) and identify the employees that must complete each type of training and the amount of time they must spend in training. In addition, it will specify the deadline by which each employee will have to complete all required training and identify frequency for refresher training. The Superintendent may request modification if the proposed training program is deemed unsatisfactory.
- 2) **Orientation.** The Concessioner will provide orientation for all employees and will inform employees of NPS and park regulations and requirements that affect their employment and activities. Additional orientation pertinent to the Statue of Liberty National Monument and Ellis Island will be conducted by the Concessioner with NPS consultation and participation. The orientation will include general resource protection and environmental management information.
- 3) **Ongoing Training.** The Concessioner will provide the required, appropriate, and applicable training to each employee, prior to job assignments and/or working with the public for all services required or authorized by the CONTRACT. Refresher training will be provided as necessary and/or as required by Applicable Laws. This will include hospitality and customer service training for all employees who have direct visitor contact and/or who provide visitor information. Food, beverage, and merchandising training will be provided to appropriate employees. The NPS will provide orientation(s) to managers on an annual basis or as needed for new hires. The Concessioner will maintain a list of training conducted and employees who participated.

#### 4) **Security training for Concessioner employees**

- a) On a periodic basis, all employees of the Concessioner shall take part in training in security awareness and security procedures.
  - b) The USPP offers a number of training courses to which the Concessioner is invited. NPS will notify the Concessioner when training is offered. Some examples of training that has been held in the past include:
    - Tourism and Security
    - Crime Prevention Training
    - Threat Awareness
    - Global Security Awareness
    - Emergency Evacuation
    - Tabletop Exercises (Emergency Situation Gaming)
    - Cultural Sensitivity Awareness
    - Violence Prevention
  - c) The Concessioner may propose or contract for Security training of its employees with the approval of the Superintendent.
- 5) **Interpretive Training.** The Concessioner will develop for the approval of the Superintendent interpretive training for all employees who provide interpretive and/or informational services. The training will be conducted as necessary throughout the year to ensure that all staff have adequate knowledge of the Park in order to carry out these services. This training will assist the Concessioner in preparing and conducting effective interpretive programs.
- 6) **Compliance Training.** The Concessioner training program will address training to comply with all Applicable Laws including, without limitation, additional training identified in its Park-approved Environmental Management Program, Risk Management Program, and other required programs.
- 7) **Training for Temporary Workers.** The Concessioner will provide appropriate training for all persons who provide temporary services. The training requirements will be established based on the position, nature and duration of services being provided.

## 11. **OPERATIONS EVALUATIONS**

### A) **Inspections**

The NPS, its designated agents, and appropriate regulatory entities will periodically and annually inspect services and operations under this CONTRACT in accordance with NPS

guidelines and all Applicable Laws, without limitation, to ensure compliance with public health, risk management, environmental management, and maintenance and operating standards. These inspections will include, but are not limited to U.S. Coast Guard inspections, structural fire inspections, Public Health Service inspections, and environmental audits.

#### **B) Facilities Inspections**

The NPS shall have the right to inspect and evaluate all Concession Facilities and other property and support facilities used or held for use in providing concession services under the CONTRACT for all purposes including preparing a prospectus for a succeeding concession contract.

#### **C) Food Service Sanitation**

The Concessioner will maintain and follow a formal, written food service sanitation self-inspection program. The NPS will review the reports generated as part of the Concessioner's program to monitor effectiveness and require updates to the program as necessary.

#### **D) Fire Inspections**

- 1) The New York and Jersey City Fire Departments may conduct periodic inspections of all Concession Facilities, related support facilities (including the Landing Facilities), and other property. The concessioner will notify the Park upon notification of any planned inspection and upon conclusion of any unannounced inspection and provide copies of all reports received based on any inspection to the Park within 3 days of receipt. Corrections of any violations identified by them will be made through coordination with the NPS.
- 2) The Concessioner will perform periodic interior and exterior fire inspections of all Concession Facilities, related support facilities (including Landing Facilities and maintenance facilities), and other property. Written records verifying the completion of such inspections will be maintained by the Concessioner and available to the NPS upon request.

#### **E) U.S. Coast Guard Inspections**

Vessels will be made available for U.S. Coast Guard inspections.

#### **F) Correction of Deficiencies**

The Concessioner must be responsive to dates assigned for correction of deficiencies and any required abatement plans for correction of identified deficiencies. The Concessioner will meet with NPS officials to schedule and prioritize correction of deficiencies and improvement programs resulting from these inspections. Failure to correct deficiencies in a timely manner may result in the requirement of a performance bond in accordance with

Section 12(a) of this CONTRACT, and/or termination of the contract by the Director for default pursuant to Section 15 of this CONTRACT - Suspension, Termination and Expiration.

## **12. CONCESSIONER REPORTING REQUIREMENTS**

### **A) Computerized Information Management System**

The Concessioner shall implement a computerized information management system (CIMS) that tracks, sorts, and generates reports on its operations by category and activity in a variety of ways. The Concessioner will meet with the NPS within 60 (sixty) days of the effective date of the CONTRACT to identify specific reporting requirements. At a minimum, the Superintendent will be provided monthly and annual visitation reports, statistics on ticket sales by age classification, statistics on where visitors are coming from, visitor trends, and other relevant information.

### **B) Vessel Reporting**

The NPS will be provided copies of each vessel's United States Coast Guard (USCG) Certificate of Inspection annually. The Concessioner shall also provide the NPS any associated reports or documents prepared for or by the USCG and document complete compliance with all Applicable Laws including, but not limited to, USCG passenger vessel fire protection regulations in Title 46 of the Code of Federal Regulations.

### **C) Incident Reporting**

The Concessioner shall comply with any (i) hazardous material, hazardous substance, chemical or pollutant release(s), (ii) fatalities, injuries, and illness, (iii) fire, or (iv) boat accidents (including, without limitation, all groundings) reporting requirements to government agencies (including, without limitation, the U. S. Coast Guard) directly applicable to Concessioner under all Applicable Laws. Notice of such reporting shall be reported in writing concurrently to the NPS. In addition, Concessioner shall inform the NPS of all communications with the U.S. Coast Guard pertaining to such incidents. The Concessioner shall ensure that any oral reports of such incidents are followed by a written report that includes a detailed description of the incident.

The Concessioner shall immediately report to the Park Communication Center (emergency number: (212) 363-3260): any visitor or employee fatalities or injuries; any incidents involving fires or other property damages; all motor vehicle or vessel accidents; any incident that affects or may affect the Park's resources or the normal routine of ongoing operations; and any known or suspected violations of the law, any notices of safety (vessel or otherwise) complaints and/or inspections.

**D) Human Illness Reporting**

Any suspected outbreak of human illness, whether involving employees or visitors, is to be reported immediately to the Concession Management Division. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions.

**E) Environmental Management Plans and Reports****1) Concessioner Responsibility**

- a) Environmental Management Program (EMP). The Concessioner will develop, document, and implement an EMP in accordance with Section 6 of this CONTRACT.
- b) The Concessioner will develop all plans and submit all reports as required by Applicable Laws, including without limitation, the following:
  - 29 CFR 1910.1200 regarding Inventory of Hazardous Substances
  - Emergency Planning and Community Right to Know Act regarding Extremely Hazardous Substances
  - Resource Conservation and Recovery Act (RCRA) regarding Inventory of Waste Streams
  - 29 CFR 1910.1200 regarding Hazard Communication Programs
  - 29 CFR 1910.134 regarding Respiratory Protection Programs
  - 29 CFR 1910.38 regarding Emergency Action Plans
  - 29 CFR 1910.120 regarding Emergency Response Plans
  - NPS Integrated Pest Management policies
  - NPS Solid Waste Management Handbook specific to Solid Waste Reporting

**F) Annual Financial Reporting**

The Concessioner shall provide the NPS an Annual Financial Report (AFR) in a form provided by NPS within 60 days after the conclusion of the Concessioner's fiscal year. Revenue and expenses for the categories of ferry services, Island Cruises, special event ferry transportation, and any other distinct authorized operation shall be reported as separate departments.

The AFR must also include financial reports for all operations conducted by the Concessioner that provide services in addition to those specified in the NPS contract, which use any personal property, real property, personal services, and/or contracted services that are also used to provide the NPS contracted services. All revenue and expense line items for such additional services must be reported separately from the NPS

operating departments in accordance with the requirements specified in Section 10(b) of this CONTRACT. The methods for allocating costs between the NPS contracted services and the additional services must be explained in auditor/reviewer notes.

### **13. UTILITY RESPONSIBILITY**

The Concessioner is responsible for providing its own utilities, including electricity and telephone at the Castle Clinton kiosk. The Concessioner is responsible for making direct payments to utility suppliers.

### **14. DOCUMENTED RISK MANAGEMENT PROGRAM**

#### **A) Safe and Healthful Environment**

The Concessioner will provide a safe and healthful environment in accordance with all Applicable Laws, including without limitation the Occupational Safety and Health Act of 1970 and the NPS Risk Management Program (Guideline DO-50A, B and C).

#### **B) Risk Management Plan**

The Concessioner will develop, maintain, and implement a documented safety program (Risk Management Plan), in accordance with all Applicable Laws, including without limitation NPS 48. The Risk Management Plan will be submitted to the Superintendent for approval prior to the first scheduled boat trip operated by the Concessioner. This plan must address the following:

- 1) Management's Policy Statement, Duties, Employees' Responsibilities and Administration
- 2) Inspection and Abatement
- 3) Accident/Investigation and Reporting
- 4) Safety/Health Committee
- 5) Training
- 6) Emergency Procedures

### **15. LOST AND FOUND POLICY**

Each found item shall be tagged, listing the item found, location found, date and time found, and by whom it was found. The Concessioner shall secure property in a central location and maintain an accurate log of items and make it available to the NPS upon request. If an item is

not claimed within seven (7) days, it shall be turned over to the NPS in accordance with the NPS Lost and Found Policy. The Concessioner shall attempt to identify the ownership of the found item, attempt to contact the owner, and provide all this information to the NPS.

## **16. VISITOR COMMENTS AND COMPLAINTS**

### **A) Comments and Complaints Received by the NPS**

The NPS will forward comments or complaints regarding the Concessioner's operations to the Concessioner for a timely review. The Concessioner will respond to the Superintendent and only the Superintendent in writing within five working days. A copy of any NPS response will be forwarded to the Concessioner.

### **B) Comments and Complaints Received by the Concessioner**

The Concessioner shall provide the Superintendent any comments or complaints it receives directly, within five working days. No response from the Concessioner may be released without the Superintendent's approval.

### **C) Secret Shopper**

The Concessioner will contract for a "secret shopper" at least twice per year to assist the Superintendent's in determining overall customer satisfaction. The goal of the "secret shopper" is to evaluate the Concession Operation and determine visitor satisfaction with all elements of the concession experience. The evaluation reports will be provided, within 10 days of visit, directly by the "secret shopper" to the Superintendent, Attention: Chief of Concessions at the address listed below.

### **D) Public Notice**

The following notice will be prominently posted and communicated to visitors:

*This service is operated by \_\_\_\_\_, a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the National Park Service.*

*Please address comments to:*

*Superintendent  
Statue of Liberty National Monument and Ellis Island  
Liberty Island  
New York, NY 10004*



**17. SMOKING**

Smoking is prohibited on board all vessels and all indoor areas within the assigned Concession Facilities and is only allowed on Liberty and Ellis Islands and in Castle Clinton National Monument in outdoor areas pursuant to all Applicable Laws. Specific attention shall be given to assure appropriate disposal of all smoking materials. The Concessioner will post notices in all public areas as necessary. All Concessioner employees and contractors shall follow these guidelines.

Dated at Statue of Liberty National Monument this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

NATIONAL PARK SERVICE

\_\_\_\_\_

Superintendent  
Statue of Liberty National Monument and Ellis Island